

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made the 12th day of June, in the year one thousand nine hundred and forty, between WALTER H. JOHNSON AND MARY G. JOHNSON, parties of the first part, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part; the said parties of the first part being hereinafter known and designated as the MORTGAGORS, and the said party of the second part being hereinafter known and designated as the MORTGAGEE:

WITNESSETH, WHEREAS, the said Walter H. Johnson and Mary G. Johnson, are justly indebted to the said mortgagee in the sum of Twenty-nine Hundred & no/100 Dollars (\$2,900.00) and have agreed to pay the same with interest thereon at the rate of six per centum per annum from the 12th day of June, 1940, according to the terms of a certain note or obligation bearing even date herewith, providing for the payment thereof in instalments, the last of which is due and payable on the 1st day of February, 1952.

NOW THIS INDENTURE WITNESSETH: that the mortgagors, for the better securing the payment to the said mortgagee of the said sum of money mentioned in said note or obligation, with interest thereon, and also for and in consideration of the sum of One Dollar to the mortgagors in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and convey unto the said mortgagee, its successors and assigns, forever.

All that piece, parcel or lot of land in the City of Greenville, County and State aforesaid, known and designated as a portion of Lot No. 29 according to a plat of the property of North Hills made by Dalton & Neves, Engineers, and recorded in the R. M. C. Office for Greenville County, in Plat Book "H", page 90, and having, according to a plat prepared by Dalton & Neves, for The Equitable Life Assurance Society of the United States, November 16, 1931, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northwestern intersection of Garraux and McDonald Streets, and running along the North side of Garraux Street, N. 66-02 W. 97 feet to an iron pin; thence N. 19-20 E. 48 feet to an iron pin; thence S. 66-02 E. 97.14 feet to an iron pin on the West side of McDonald Street; thence with the West side of said Street, S. 19-30 W. 48 feet to the beginning corner.

Being the same lot of land conveyed to the mortgagors by The Equitable Life Assurance Society of the United States by deed dated June 7th, 1940 and to be recorded simultaneously with this mortgage.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon, Such fixtures and articles of personal property including, but without being limited to, all screens awnings, storm windows and doors, window shades, inlaid floor coverings, shrubbery, plants, stove ranges, refrigerators, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, thereto, their heirs, executors, administrators, successors and assigns, and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD all and singular the said premises unto the mortgagee, its successors and assigns, forever.

AND the said mortgagors do hereby bind themselves and their heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against themselves and their heirs, executors, administrators and assigns, and against every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, that if the mortgagors or the heirs, executors or administrators of the mortgagors, shall pay unto the said mortgagee, its successors or assigns, the said sum of money mentioned in said note or obligation, and the interest thereon, at the time and in the manner specified therein, and any and all other sums which may become due and payable hereunder, then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and virtue.

AND the mortgagors, for themselves, their heirs executors, administrators and assigns, covenant with the mortgagee as follows, to wit:

This Mortgage Assigned to Protective Life Ins. Co. on 10th day of May 1944. Assignment recorded in Vol. 327 of R. E. Mortgages on Page 35

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